NEW State of Maine



Master Agreement

Effective Date: 04/01/19 Expiration Date: 03/31/24

Master Agreement Description: VIP GOODYEAR AUTHORIZED DEALER CONTRACT- NASPO ValuePoint

Buyer Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Issuer Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Requestor Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name

VC1000094684 VIP AUTO PARTS INC

Alias/DBA

Vendor Address Information

24 HARRIMAN DR

AUBURN, ME 04210

US

Vendor Contact Information

Angela Robinson

207-784-5423 ext.

arobinson@vipauto.com

Commodity Information

Vendor Line #: 1

Vendor Name: VIP AUTO PARTS INC

Commodity Line #: 1

Commodity Code: 86305

Commodity Description: VIP GOODYEAR AUTHORIZED DEALER TIRE CONTRACT

Commodity Specifications: As per the specifications attached made part of this MA

Commodity Extended Description: VIP Goodyear Authorized Dealer Tire Agreement, NASPO ValuePoint #19101.

NOTE-No delivery services available!

QuantityUOMUnit Price0.00000\$0.00

Delivery Days Free on Board

FOB Dest, Freight Prepaid

Contract Amount Service Start Date Service End Date

\$0.00

Catalog NameDiscountGoodyear0.0000 %

Discount Start Date Discount End Date

04/01/19 03/31/24

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

GOODYEAR APPROVED DISTRIBUTOR (DEALER) AGREEMENT FOR TIRE RELATED SERVICES – RFP1118005083 NASPO ValuePoint Master Agreement 19101

The Participating State of <u>Maine</u> (State) has entered into a contract with **THE GOODYEAR TIRE AND RUBBER COMPANY** (Manufacturer") to provide tires and services to the State and political subdivisions within the State resulting from the State of Iowa Request for Proposal 1118005083. Specific independent and/or corporate owed Approved Distributors ("Dealers") within Participating States will be authorized by the Manufacturer to provide tires, tubes and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.).

This Dealer Agreement identifies the responsibilities of the Dealer for the services provided by the Dealer. Dealers will need to sign the Approved Distributor (Dealer) Agreement before the Dealer will be authorized to provide the services to the State. This Agreement will be effective on the last signature date below.

The Dealer agrees to the following:

1. PROFESSIONAL SERVICES

Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and in accordance with any approved Statement of Work, if applicable. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the Participating State. Dealer agrees to provide Manufacturer its current delivery pricing and terms, if applicable, and submit updates within a maximum of thirty (30) days of when pricing or terms are adjusted.

2. INSURANCE REQUIREMENTS

The Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to the State within ten (10) days upon request. All Insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the State. No policy shall expire, be canceled or materially changed to affect coverage available to the State without thirty (30) days written notice to the State.

a. Liability insurance: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury; and, \$2,000,000 general aggregate.

b. Workers' compensation and employer's liability: a certificate of insurance evidencing Dealer is complying with any applicable State Workers' Compensation or Employers Liability Insurance requirements.

c. Garage liability including Garage Keepers Legal Liability: a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

3. HOLD HARMLESS

The Dealer shall release, protect, indemnify and hold the State and its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims arising from acts or omissions of the Dealer, its employees or subcontractors or volunteers.

4. CONTRACT WITH MANUFACTURER

The Dealer agrees to abide by the terms and conditions of the Contract between the Manufacturer and the State resulting from State of Iowa Request for Proposal 1118005083.

IN WITNESS WHEREOF, the authorized representative of the Approved Distributor signs and agrees to the terms of this Agreement.

Approved Distributor (DEALER)

Signature 6A81B353A2434A7... Date

JQUIRK@VIPAUTO.COM

Name and Title of Signer
(Type or Print)

GOODYEAR AUTHORIZED DISTRIBUTOR (DEALER) INFORMATION

Legal Status: Corporation	
Dealer Name: VIP INC	
Address: 24 HARRIMAN DR	
City, State, Zip: AUBURN, ME 04210	
Phone: 207-784- <u>5423</u> Fax:	
Contact Name: Angela Robinson	_
Email Address: arobinson@vipauto.com	
Federal Tax ID #: 01-0262924	
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χ Check this box if you cannot provide any delivery ser	vices.
If you have the capacity to provide delivery services, please associated with delivery.	enter your delivery rates and any terms
Delivery Rate(s): NO DELIVERY AVAILABLE	
Delivery Terms: NO DELIVERY AVAILABLE	